

COPY

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January 14, 1955.

FILE NO.

Shell
611, 929, 963
Ray Garrett, Esq.
Messrs. Sidley, Austin, Burgess & Smith
11 South La Salle Street
Chicago 3, Illinois

In re: Rubber Producing Facilities Disposal

Dear Mr. Garrett:

Shell's local attorney, Mr. Kell, has sent me the enclosed three pages of proposed descriptions covering:

As Parcels 1, 2 and 3 the sites of Plancors 929, 611 and 963 respectively; and

As Parcel 4, the additional land and easements which I am informed are not part of any one Plancor, but are used for the benefit of one or more thereof so as in practical effect to be appurtenant thereto.

He sent me three copies of these descriptions and I am retaining one and sending another to Mr. Sheehan with a copy of this letter. Mr. Kell's letter of transmittal reads as follows:

"Pursuant to our prior discussions, we enclose herewith three copies of the descriptions of Plancors 611, 929 and 963, as approved by Title Insurance and Trust Company in contemplation of its future issuance of a title policy based thereon.

"As mentioned, inasmuch as our present information indicates that portions of Lots 82, 100 and 115, as well as easements and rights of way appurtenant thereto, are currently being jointly used in the operations of each of the three Plancors, it does not appear feasible to describe them as pertaining to any particular Plancor. Accordingly, they have been grouped together as Parcel 4. As you have suggested, the continued right of joint use of Parcel 4 for the benefit of each of the Plancors should be provided for by an appropriate reference in the Deed."

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Ray Garrett, Esq.

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I have conferred with Mr. Hippe of Title Insurance and Trust Company (who is in charge of Shell's order to the title company for title search as to these properties) and he has informally assured me as follows:

1. The title company has approved the descriptions shown in the enclosure - - on the basis of a duplicate copy of the enclosure which I saw in the title company's file. (I understand the descriptions were prepared in the first instance by Shell and were then reviewed by the title company which made some minor corrections now reflected in the enclosure.)

2. The title company has a duplicate copy of the marked map of the plant properties which I sent you with my letter of December. 20th; and Mr. Hippe advises that the plant sites as covered in the enclosed descriptions are those indicated on the map for the respective sites -- although, of course, the map does not show courses or distances or the other data usual on a survey map, so that Mr. Hippe's assurance in that behalf is merely that the descriptions cover the plant sites as generally and approximately indicated on the map, without assurance that the map indicates the precise boundaries, etc.

3. Subject to approval of the deed and the authority of the grantor thereunder to pass title, the title company will be willing to guarantee title in Shell as to the property covered by these descriptions.

On the basis of authorization from Shell (since the title company's work to date is on Shell's order) I think the title company would be willing to furnish me with written assurance

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along the above lines; but to await that would cause a little delay and as a practical matter I doubt if it is necessary, unless of course you and Mr. Sheehan desire it.

I have these suggestions as to the property descriptions:

(a) In the last deed draft (12/27/54) the description of each Plancor site -- (see for instance Group A-1 on page 2) commences with the words "the tracts or parcels of land hereinafter described". Our principal property subdivisions other than on the basis of Government survey are usually designated as named or numbered "tracts". On that account and since the inserted detailed descriptions will cover only the described portions of the designated "tracts" I would omit the word tract from the preamble and would change the first line of each group to read "the parcels of land next hereinafter described". I suggest inserting the word "next" since for each group except the last there is more than one parcel "hereinafter described".

(b) The last deed draft provided for separate descriptions of each of the three plant sites but did not contemplate inclusion of a separate category of land and easements (such as is covered by Parcel 4 of the enclosure) not part of any one site but in effect appurtenant to all or some one or more thereof. On that account it will be necessary as suggested in Mr. Kell's letter to make appropriate provision as to that.

Ray Garrett, Esq.

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I assume that such provision making Shell's Parcel 4 appurtenant to the respective plants as and to the extent appropriate will be necessary chiefly because of the possibilities under the National Security Clause and that otherwise such Parcel 4 could be included as Group C without special provision. On that assumption and as a preliminary suggestion perhaps the necessary provision for such Parcel 4 could be covered by something such as the following:

"Land and easements appurtenant to
one or more of said Plancors

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I have not submitted this suggestion to Mr. Kell since I assume it is something that will be determined by you and Shell's New York attorneys.

In the foregoing respects as to which the deed may be changed, corresponding changes will of course be necessary as to the mortgage.

So far as I am presently advised there is no further question on Shell's part as to the last draft of the papers with these exceptions:

(i) Mr. Kell has again questioned the necessity or propriety under the revised act of 1954 of inclusion of the so-called uranium clause. I told him I had been advised of its necessity under the Executive Order and that I have no discretion as to the matter.

(ii) My letter of December 27th on page 4 suggested a provision with respect to the Standard easement. Mr. Kell received a copy of that letter and tells me that the New York attorneys have raised some question as to the suggested provision because of and with respect to its reference to other plants which may be substituted under the National Security Clause.

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I assume you gave some consideration, as I did, to the possibility of combining the deed's general provisions as to the several Plansors in order to avoid repetition thereof and that probably any attempt so to combine was rejected in the interest of greater clarity and to avoid possible confusion.

Yours truly,

Harry A. Keithly

HAK:cs

Enclosure

cc-Harold W. Sheehan, Esq., General Counsel

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POOR LEGIBILITY

ONE OR MORE PAGES IN THIS DOCUMENT ARE DIFFICULT TO READ
DUE TO THE QUALITY OF THE ORIGINAL